

INDEPENDENT CONTRACTOR MASTER SERVICES AGREEMENT

THIS INDEPENDENT CONTRACTOR MASTER SERVICES AGREEMENT ("Agreement"), effective as of the date you electronically agree to this Agreement_("**Effective Date**"), is by and between "**you**" (or "**your**"), the person or entity that electronically signed this Agreement, with a principle place of business at the address you have provided, and Aerial Decisions, LLC ("**AD**"), with a principal place of business at 350 North Glendale Ave., Suite B -175, Glendale, CA 91206. Each of AD and you are a "**Party**"; collectively you and AD are the "**Parties**".

1. **Services.** You shall serve as an independent contractor vendor to AD, and perform the services ("**Services**") set forth in one or more order forms, estimates, documents, or invoices approved in writing by AD, or that is otherwise created or provided by AD ("**SOW**"). Services may be for a client of AD ("**Client**"). Services shall be performed per the methodology of AD. Services may also be performed per the requirements of Client which are approved by AD.

2. Access and Security

You may receive a password, account, account designation upon completing the AD Services' enrollment and agreement process, or other access to AD Property (defined in **Sections 13.1 and 13.2** below). You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify AD of any unauthorized use of your password or account or any other breach of security, (b) ensure that you exit from your account at the end of each session, and (c) immediately deactivate any password of any person who no longer has a need to know, or is terminated or disengaged Personnel (defined in **Section 13**, below). In addition, you may terminate your AD account access via the AD website by submitting in writing such termination request to AD. Upon receipt of such request, AD will terminate access to your account if and when AD deems it appropriate, in its sole discretion. At any time AD may limit, modify, suspend or terminate your access to AD Property.

3. **Term.** Unless earlier terminated in accordance with the provisions of this Agreement, this Agreement commences as of the Effective Date and continues until one (1) year thereafter (the "**Initial Term**"), and thereafter shall renew for additional one (1) year terms (each a "**Renewal Term**", and together with the Initial Term, the "**Term**") unless a Party provides the other Party at least thirty (30) days prior to the end of the Initial Term or then applicable Renewal Term.

4. **Fees.** During the Term, AD shall pay you the fees for Services at the rate agreed to in a writing by an authorized representative of AD. Payment of fees to you is contingent upon Client and AD agreeing in writing to receive the Services, the particular Client paying the fees, and the satisfactory completion of the Services by you (as determined by AD and the Client).

5. **Expenses.** Unless otherwise expressly agreed to in a writing by an authorized representative of AD, you are solely responsible for all expenses, including, without limitation, any expenses relating to the Services. The Parties agree that the Fees cover any expenses that you may incur.

6. **Invoices.** You shall submit invoices including the (i) Fee, and (ii) agreed upon (as set forth above) expenses, if any (together with written receipts supporting such expenses), after completion of the applicable Services, but no later than ten (10) days after such Services are completed. Subject to **Section 4** above, payment terms are net thirty (30) days after receipt of invoice.

7. **Payment Disputes.** AD may withhold payments for any item(s) on your invoice that AD reasonably disputes, including without limitation, if AD or the particular Client is not satisfied, in whole or in part, with the Services. AD's non-payment of disputed items will not constitute a default and will not entitle you to suspend or delay furnishing Services or terminate this Agreement, in whole or in part.

8. **Taxes.** Amounts payable by AD for Services will not include any taxes, government fees and/or government surcharges (collectively, "**Taxes**"), and you are solely responsible for all Taxes, unless AD expressly agrees otherwise in a signed writing. Without limiting the foregoing, in no event shall AD be liable for any income or employment or employment related Taxes imposed on you, or

any other Taxes or charges assessed against you or associated with the operation of your business. You agree that you are obligated to report as income all compensation received by you pursuant to this Agreement, and you agree to and acknowledge the obligation to report and pay all Taxes on such income.

9. **Offset.** AD may offset amounts owed by you to AD against amounts owed by AD to you.

10. **Reshoot / Redo.** With no additional fees or expenses paid to you, for each SOW you agree to at least one reshoot or revisit to the shooting location in the event (i) the originally scheduled shoot could not occur due to bad weather or other event outside of the control of the Client, or (ii) the Client is dissatisfied with the results or deliverable of the Services under the SOW (and in such case, whether a reshoot is necessary or not, you also agree to redo the results or deliverable of such Services).

11. **Personnel**

11.1 **Personnel.** You agree that your employees, affiliates, contractors, subcontractors, agents, representatives, suppliers, vendors, and/or any third party, engaged by you or performing services on your behalf (collectively, with you, are "**Personnel**"), will be supervised and controlled by you. In addition, you are solely responsible for: (1) the acts and/or omissions of Personnel; (2) payment of all Personnel compensation, including all legal and contractual benefits, (3) withholding, reporting and paying any and all taxes (including employment taxes) and/or governmental fees relating to Personnel, and (4) complying with any federal, state or local employment/contractor laws, rules and regulations, as well as any other employer/contracting duties and obligations, including, without limitation, workers compensation insurance. Without limiting the foregoing, you agree that Personnel (except for you) shall not seek payment (either directly or indirectly) from AD, and that you and/or Personnel will receive no AD-sponsored benefits from the AD, which benefits include, but are not limited to, paid vacation, sick leave, medical insurance and 401k participation. If you and/or any Personnel are reclassified by a state or federal agency or court as AD's employee, you and/or such Personnel will become a reclassified employee and will receive no benefits from the AD, except those mandated by state or federal laws, rules, and/or regulations, even if by the terms of the AD's benefit plans or programs of the AD in effect at the time of such reclassification, you and/or such Personnel would otherwise be eligible for such benefits. You will ensure that Personnel comply with this Agreement. Your use or provisioning of any Personnel will not relieve, waive, or diminish any obligation you have under this Agreement.

11.2 **Compliance with Specific Regulations.** In connection with Services, in addition with complying with laws, rules and regulations generally, certain Personnel, as required by law, rules or regulations, shall comply with the most current US Federal Aviation Agency ("**FAA**") regulations for the commercial operation of drones. Without limiting the foregoing, (i) if a drone to be utilized with Services weighs more than 55lbs, you shall insure that the applicable Personnel are in possession of a FAA Section 333 grant of exemption, a Certificate of Waiver of Authorization (COA), that the drone is registered with the FAA, that the applicable Personnel are a pilot with an FAA airman certificate, and, that the applicable Personnel comply with any other requirements of the FAA; and (ii) if the drone to be utilized in connection with Services weighs less than 55lbs, the applicable Personnel shall ensure that they are in compliance with Part 107 of Title 14 Code of Federal Regulations and with any other FAA requirements.

11.3 **Removal.** AD may request removal and/or replacement of any Personnel upon notice to you. Upon such request, you will immediately remove such Personnel from performing Services hereunder and, except if otherwise instructed by AD (which may be by email), promptly replace such Personnel with other Personnel reasonably acceptable to AD. Removal of any Personnel will not relieve, waive, excuse, or diminish any obligations you have under this Agreement.

11.4 **Background Checks.** Prior to Personnel, including you, undertaking any action in connection with this Agreement, or at any time thereafter, AD may elect to conduct a criminal and financial background check (including, criminal records, civil judgments, professional license verifications, motor vehicle records, social security number, court records, military service records, other public records and/or reports, and verifications of employment and education) going back seven (7) years on such Personnel, including you. Upon request from AD, in the form required by AD, you shall provide the authorization from you or the respective Personnel authorizing such a background check. Notwithstanding any background check, except where prohibited by law, any Personnel, including you, convicted of a felony, or having been convicted, whether a felony or not, of fraud, dishonesty, and/or any crime or violation relating personal safety, personal injury, property damage, data, or cybersecurity, shall not be involved or take any action or inaction in relation to this Agreement, including, without limitation, Services.

11.5 **Personnel IP.** You represent and warrant that Personnel have expressly granted to AD in a signed writing ("**IP Agreement**") all intellectual property rights they may have as to AD, including, without limitation, those rights in favor of AD set forth

in **Section 13** below) ("**Rights**"). AD is a third party beneficiary to such IP agreements, including that Personnel, at the request of AD, shall execute any documents to effectuate Rights to AD. Upon AD's request, you shall provide copies of IP Agreements for AD's review.

11.6 Use of Personnel Requires AD's Written Consent. No Personnel may participate in providing Services without the express prior signed written consent of AD naming each such particular Personnel.

12. Intentionally Left Blank.

13. **AD Property, Pre-Existing Materials, Trademarks.**

13.1 AD Property. All Services, and any and all inventions, equipment, drones, hardware, software, improvements, discoveries, developments, original works of authorship, trade secrets, copyrights, trademarks, patents, source code, object code, photography, video, or any other intellectual property, and all rights to the foregoing, owned, leased, conceived, developed or reduced to practice by or on behalf of you for AD as part of Services or otherwise under this Agreement (collectively, "**Deliverables**"), is and shall be the proprietary property solely of AD (collectively, "**AD Property**") and not your property. You hereby assign to AD and its successors and assigns, without further consideration, your entire right, title and interest, if any, in Deliverables, without any lien or encumbrance. You further agree to execute all assignments, applications for patents and/or copyrights, domestic or foreign, and any other papers necessary to secure and enforce any rights, including, without limitation, any intellectual property rights, to/for AD related to Deliverables. The Parties acknowledge that all original works of authorship which are made by you within the scope of Services or under this Agreement are protectable by copyright of AD per the United States Copyright Act. You agree that any assignment of copyright hereunder are part of the above. To the extent that rights of paternity, integrity, disclosure and withdrawal, and any other rights that may be known as or referred to as "moral rights" (collectively "**Moral Rights**") which cannot be assigned under applicable law, and to the extent the following is allowed by the laws in the various countries where Moral Rights exist, you hereby waive such Moral Rights and consent to any action of AD that would violate such Moral Rights in the absence of such waiver and consent. You will confirm any such waivers and consents, including, without limitation, in writing, from time to time, as requested by AD. Without limiting the foregoing in this **Section 13.1**, you irrevocably waive, and agree that you will not make, any claim in or as to any Deliverable.

13.2 Pre-Existing Materials. Subject to **Section 13.1** above, you agree that if, in the course of performing the Services, you incorporate into the Services or utilize in the performance of the Services any pre-existing inventions, improvements, discoveries, developments, original works of authorship, trade secrets or other intellectual property conceived, developed, reduced to practice or owned by you ("**Pre-Existing Materials**"), (i) you will provide AD with prior written notice of Pre-Existing Materials, and (ii) AD is hereby granted a nonexclusive, royalty-free, perpetual, irrevocable, transferable, worldwide license (with the right to grant and authorize sublicenses) to make, have made, use, import, offer for sale, sell, reproduce, distribute, modify, adapt, prepare derivative works of, display, perform, and otherwise exploit such Pre-Existing Materials, without restriction, including as part of or in connection with all property of AD (also "**AD Property**"), and to practice any method related thereto. You will only utilize Pre-Existing Material which you own or have an interest, and you will not incorporate any inventions, improvements, discoveries, developments, original works of authorship, trade secrets or other intellectual property conceived, developed, reduced to practice, or owned by any third party into any Deliverable or the Service without AD's prior signed written consent. Without limiting the foregoing, you will not utilize any equipment, drones, hardware or software in connection with Services which you do not own or are not a permitted licensee, in a signed writing, for purposes of this Agreement and providing the Services (including, without limitation, the Deliverables).

13.3 Rights in Bankruptcy. All rights and licenses granted by you pursuant to this Agreement will be deemed to be, for purposes of e 365(n) of the Bankruptcy Code, 11 U.S.C. A, A§ 101 et seq., licenses of rights to "intellectual property" as defined under Section 101(35A) of the Bankruptcy Code, and without limiting the foregoing, software is, and will be deemed to be, "embodiment[s]" of "intellectual property" for purposes of same. AD shall retain and may exercise all of its rights and elections under the Bankruptcy Code or equivalent legislation in any jurisdiction. Without limiting the generality of the foregoing, you agree that the rights and licenses granted to AD will not be affected by your rejection of this Agreement in bankruptcy, and will continue to be subject to this Agreement. Upon your filing of a bankruptcy petition (or an involuntary filing), AD will be entitled to a complete duplicate of (or complete access to, as appropriate) any such intellectual property concerning the Services, and such Service, and any

products, Deliverables or services related thereto, if not already in AD's possession, will be promptly delivered to AD.

13.4 **Handling AD Property.** You shall use reasonable care in connection with AD Property, and shall not (without AD's prior signed written consent, at its sole discretion) undertake (nor permit) modification, alteration, transfer, loan, sale, license, distribution, lien, or encumbrance of any AD Property. You shall return any AD Property in the same operating condition as when delivered to you, reasonable wear and tear excepted, upon the earlier of: (a) the termination or expiration of this Agreement; or (b) AD's request. AD MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO ANY AD PROPERTY, AND ALL AD PROPERTY IS PROVIDED ON AN "AS IS", "WHERE IS", AND "AS AVAILABLE" BASIS SOLELY FOR THE PURPOSE OF THE PROVISION OF THE SERVICES.

13.5 **AD Trademarks.** You will not use any AD trademark, logo, service mark, and/or trade name (collectively, "**AD Trademarks**"); provided however, in the event use of any AD Trademark is required to perform the Services, subject to your compliance with this Agreement, AD grants you a limited, revocable, non-exclusive, non-assignable, non-transferable, non-sublicensable, royalty-free license to use during the Term, only to the extent essential and necessary to provide the Services, the AD Trademarks provided by AD to you for purposes of this Agreement. Each use, display (including the size, place, and manner), and/or reproduction of the AD Trademarks by you shall be pre-approved by AD in writing in advance and be in accordance with this Agreement. Upon AD's request, you agree to promptly remove or replace any AD Trademark, but in no event later than three (3) days after receipt of any such request. Upon termination of this Agreement, all use of any AD Trademark by you shall immediately cease. Your use of the AD Trademarks does not confer or imply any ownership, goodwill, or other rights in the AD Trademarks by you. You recognize the unique value, goodwill, and secondary meaning associated with the AD Trademarks. You acknowledges that all rights, title, and interests in the AD Trademarks and the goodwill pertaining thereto automatically vests in AD, and at all times will remain owned by and in the name of AD. You shall not contest the validity of AD's and/or its affiliates' ownership of any AD Trademark. You shall not, in any jurisdiction, adopt, use, register, or apply for registration, any AD Trademark or any word, symbol, device, or combination thereof confusingly similar, whether or not as a corporate/entity name, trademark, domain name, bidden or paid keyword or term (e.g., for online search services) service mark, or other indication of origin.

13.6 **Your Trademarks.** AD may use any your trademark, logo, service mark, and/or trade name in any sales, marketing or promotion materials, items, websites, or apps, on or off line.

14. **Confidentiality.** AD' trade secrets, other proprietary data of AD, or information of any kind whatsoever of AD, including but not limited to commercial, financial, technical, software, code, pricing, product, service, client, sales and marketing information, the identification of any Client(s) or prospective Client(s), such Client(s) payment information, and this Agreement, is "**Confidential Information**". Confidential Information is not information which:

- a. was publicly known or made generally available prior to the time of disclosure;
- b. becomes publicly known or made generally available after disclosure by you through no wrongful action or your inaction, or
- c. is in your rightful possession without confidentiality obligations, at the time of disclosure as shown by your then-contemporaneous written records.

During and after the Term of this Agreement, you will hold in the strictest confidence, and take all reasonable precautions to prevent any unauthorized use or disclosure of Confidential Information, and (i) you will not use Confidential Information for any purpose whatsoever other than as necessary for the performance of the Services on behalf of the AD, (ii) you shall not reproduce, summarize or copy any Confidential Information except to the extent required by AD in order to enable you to perform Services, and (iii) you will not disclose Confidential Information to any third party without the prior written consent of an authorized representative of AD, except that you may disclose Confidential Information to any third party on a need-to-know basis for the purposes of the Agreement; provided, however, that such third party is subject to non-use and non-disclosure obligations at least as protective of those set forth herein. You may also disclose Confidential Information to the extent compelled by applicable law; provided however, prior to such disclosure, you shall provide prior written notice to AD (if permitted by law) permitting AD (if it desires) to seek a protective order or such similar confidential protection as may be available under applicable law.

You agree that no ownership of Confidential Information is conveyed to you. Without limiting the foregoing, you shall not use or disclose any AD Property, AD intellectual property rights, trade secrets or other proprietary know-how of AD, to invent, author, make, develop, design, or otherwise enable others to invent, author, make, develop, or design any products and/or services for any third

party.

You also agree that you will not bring onto AD or any Client premises, or transfer onto the AD or any Client's technology systems, any unpublished document, proprietary information, or trade secrets belonging to any third party (except the applicable Client), unless disclosure to, and use by, AD has been consented to in writing by an authorized representative of such third party and AD.

You recognize that the AD has received and in the future will receive from third parties (including, without limitation, Clients) their confidential or proprietary information subject to a duty on the AD's part to maintain the confidentiality of such information and to use it only for certain limited purposes. You agree that at all times during the Term and thereafter, you owe AD and such third parties a duty to hold all such confidential or proprietary information in the strictest confidence and not to use it or to disclose it to any person, firm, corporation, or other third party except as necessary in carrying out the Services for the AD consistent with AD's agreement with such third party.

You further agree that if at any time you become aware of any unauthorized use, disclosure or communication of Confidential Information by anyone, you agree to immediately inform AD of such use, disclosure or communication.

15. Other Engagements / Clients. During the Term, you may be engaged by one or more third parties to perform other services unrelated to AD. You represent and warrant to AD that you are not currently and shall not during the Term become a party to any agreement which could reasonably be considered to conflict with your Services hereunder. This includes not entering into agreements with any Client(s) during the Term and one (i) year thereafter (unless a court of competent jurisdiction (as set forth in **Section 28.3** below) determines a shorter time period should be applicable). You shall segregate work done under this Agreement from work performed for any third party. AD may terminate this Agreement immediately if, (i) you breach the provisions of this **Section 15**, or (ii) in AD' sole opinion, your performance of work for or engagement by a third party may conflict with AD's interests. You shall not disclose to AD any information of third parties that you do not have the unrestricted right to disclose and that AD is not free to use and disclose without liability.

16. Non Circumvention.

Without limiting the provisions of **Section 14** above, you recognize that Confidential Information is valuable and is a proprietary asset of AD, and to the extent that any contact and/or business opportunity provided by AD to you is not or will not be known to the you through or from sources other than AD disclosing such contact or business opportunity to you, without limiting any other provision of this Agreement, such is Confidential Information AD, and you hereby agree not to circumvent, directly or indirectly, AD with respect to any transaction or potential transaction relating to such contacts or business opportunities for the Term and a period of three (3) years thereafter. Furthermore, you shall not use Confidential Information to (i) to entice, encourage or solicit business from any Client or other third party for or on behalf of you or any person or entity, or (ii) develop or otherwise use for any line of business that competes with AD. If the scope and/or duration of the restrictions set forth in this **Section 16** are found by a court of competent jurisdiction (as set forth in **Section 28.3** below) to be improper, the Parties agree that the scope and duration of such restriction shall be to the maximum allowed by such court.

17. Non-Solicitation. During the Term, and for a period of one (1) year thereafter, without the express prior written approval of AD, you shall not directly or indirectly entice, encourage or solicit for employment or engagement by you or others, any of AD' employees or contractors. In addition, you shall not, during the Term or any time thereafter, induce or attempt to induce an employee, investor or contractor to sever their relationship with AD.

18. Press Releases.

You will not issue or make, directly or indirectly, any press release or other public announcements relating to the Agreement or the underlying transaction(s) between AD and you, or the Services (including but not limited, any Deliverable), or any Client, without the prior written approval of AD in each instance. AD reserves the right to withhold approval in its sole discretion.

19. Warranties and Representations.

You represent and warrant to AD that (i) you have full power and authority to enter into and perform this Agreement without conflict with any other agreements to which you are a party; (ii) you shall not enter into any agreement, or engage in any conduct, which conflicts with, or prevents the performance of, your duties and obligations hereunder; (iii) you shall perform the Services strictly in compliance with all applicable international, federal, state, provincial, local, and industry laws, regulations, and rules; (iv) you shall

cooperate with AD, or at AD's direction, with governmental authorities that may regulate AD or AD's products or services, including by meeting with and providing AD or such governmental authorities copies of, or physical or electronic access to, any materials, records, information, equipment or premises relating to this Agreement or the Services; (v) you are free from the control of AD in connection with the performance of the Services, (vi) you are customarily engaged in an independently established trade, occupation or business not of the same nature as the Services, (vii) you have all rights, licenses, permits, qualifications and consents necessary to perform your obligations pursuant to this Agreement, (viii) you will develop and make all modifications and revisions to the Services required to enable the Service to operate in compliance with all laws, rules or regulations, (ix) neither the Services nor your property, nor any combination thereof with any AD Property, (a) infringes or misappropriates any intellectual property right of any third party, and/or (b) breaches and/or violates the privacy and/or any other right of any third party (collectively, "**Infringement**"), further provided that should there be any alleged, threatened or actual Infringement, you shall promptly and at no additional cost to AD and at AD's option, (1) correct the Service and/or Deliverable, (2) replace the Service and/or Deliverable with an equivalent, (3) refund AD the aggregate payments made for the Service and/or Deliverable, and /or (4) procure for AD (and if applicable, the Client) the right to the use (and, if applicable, for AD to own, as set forth in **Section 13**, above) the Service and/or Deliverable, (x) the Services and the media on which the Services are performed and/or delivered will be free of viruses, malware, cancelbots, and/or other computer programming routines that may potentially damage, interfere with, intercept, disable, deactivate, or expropriate any AD or other person's, entity's or user's system, device, computer, accessory, data, software, hardware, firmware, application, product or service, (xi) you and Personnel shall deliver and perform the Services in a professional and workmanlike manner in accordance with standards generally accepted in your industry, (xii) Services furnished hereunder are and will be: (a) free from defects in design, materials and workmanship; (b) of merchantable quality and fit for the purposes for which they are intended; (c) free and clear of all liens, claims and encumbrances and (d) conform with this Agreement and any documentation provided by or agreed to by you; (xii) you shall obtain and pass through to AD any warranties of third-party related to Services, and (xiii) you shall (a) retain all records relating to this Agreement (not already returned to AD, or at the request of AD, destroyed) for the longest time period required by applicable law, but in no event for no less than even (7) years; and (b) upon AD's request, provide AD with reasonable access to (and copies of) such records.

20. **Notice.** Any notice to AD hereunder shall be made in writing at the address set forth below:

Aerial Decisions, LLC
350 North Glendale Ave.
Suite B -175
Glendale, CA 91206
Attn: Legal Department

Any notice to you shall be made to the address(es) you have provided to Ad

Notices hereunder shall be (i) sent and delivery deemed received the next business day after being accepted by a nationally recognized carrier for next business day delivery, or (ii) sent by email with receipt showing successful transmission, delivery deemed as shown on the receipt, provided that delivery by email to AD must also be in addition to the previous method of delivery.

21. **Termination.** AD may terminate this Agreement, with or without cause, upon giving you at least one (1) day prior written notice of such termination. AD may also terminate this Agreement immediately and without prior notice if you refuse or unable to perform the Services or are in breach of any material provision of this Agreement. You may terminate this Agreement immediately by written notice to AD if AD is in breach of any material provision of this Agreement and such breach is not cured within 30 days after written notice thereof is received by AD.

22. **Access to and Return of AD Materials.** You represent, warrant and covenant that you shall provide, and AD shall at all times have, including, without limitation, during and after the provision of Services and/or or termination of this Agreement ("**Perpetual Access Period**"), access to any and all AD Property, Confidential Information, Deliverables (including incomplete Deliverables), all devices and equipment belonging to AD (or the Client), all electronically-stored and non-electronically stored information of AD (or the Client), and user names and passwords to access such property, and any reproductions of any of the foregoing items that you may have in your possession or control (collectively, "**AD Materials**"). Without limiting the foregoing, during the Perpetual Access Period, whether or not requested by AD, (i) you shall at all times provide to AD all information enabling AD to continually access AD Materials, such as, but not limited to (a) name and current contact information of all third party services providers, and (b) all url(s), user name(s) and passwords necessary for access, and (ii) you shall do nothing to prevent such access, including, without limitation,

disconnecting or failing to pay third party providers and /or changing any username or password without providing the new username or password to AD; further provided that if a foregoing third party service provider either will be or has stopped services, without limiting any rights or remedies of AD, you shall provide AD immediate notice of such possible or actual stoppage enabling AD to prevent such stoppage. Without limiting any of the foregoing in this **Section 22**, upon the termination of the Agreement, or upon AD's earlier request, you shall immediately deliver to AD, and will not keep in your possession, nor recreate, nor deliver to anyone else, any and all AD Materials. Your obligations in this **Section 22** are not excused or negated, in whole or in part, by any non-payment by AD or dispute you have with AD.

23. **Survival.** All definitions, and Sections 2, 5 through 9, and 11.1. 11.2, 11.4, 13 through 20, and 22 through 28 of this Agreement, shall survive termination or expiration of this Agreement.

24. **Independent Contractor Relationship / You are not an Employee of AD.** You are performing the Services as an independent contractor to AD, and you shall not be entitled to any compensation from AD except as set forth in this Agreement. You shall be solely responsible for any taxes or other similar charges relating to any compensation paid to you under this Agreement. Nothing in this Agreement shall in any way be construed to constitute you as an agent, employee or representative of AD. Without limiting the generality of the foregoing sentence, you are not authorized to bind AD to any liability or obligation or to represent that you have any such authority.

25. **Indemnification.** You agree to indemnify, defend and hold harmless AD, its affiliates, and AD and its affiliates owners, members, managers, directors, officers, employees, contractors, agents, representatives, third-party service providers, Clients, and successor and assigns (collectively, "**Indemnitees**") from and against all actual or alleged taxes, losses, damages, liabilities, demands, claims, judgments, costs and expenses, including attorneys' fees and other legal expenses, arising directly or indirectly from or in connection with (i) the performance of the Services, (ii) any breach of this Agreement, and/or any negligent, reckless or intentionally wrongful act or omission, by you or your Personnel, (iii) any inaccuracy, untruthfulness or breach of any representation, covenant, or warranty made by or on behalf of you under this Agreement, (iv) you not performing Services as an independent contractor to AD, and (v) Personnel making any claim against AD for compensation or benefits (collectively, the immediately forgoing (i) through (v) are a "**Claim**"). AD will (at your sole expense) reasonably cooperate to facilitate the settlement or defense of any Claim. You are solely responsible for defending any Claim against an Indemnitee (y) subject to such Indemnitee's right to participate with counsel of its own choosing at its own expense, and (z) subject to AD's right at any time to take over such defense, in which case, in addition to all its other obligations pursuant to this **Section 25**, you remain responsible and liable to AD for all costs and expenses relating to the defense of such Claim, which costs and expenses shall be paid by you to AD ten (10) days after date of invoice from AD. You will not agree to any settlement that imposes obligation, liability, or admission on an Indemnitee without such Indemnitee's prior express written consent.

26. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL AD BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOSS OF BUSINESS, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHER THEORY OF LIABILITY, REGARDLESS OF WHETHER YOU WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. WITHOUT LIMITING THE PREVIOUS SENTENCE, IN NO EVENT SHALL AD'S LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE AMOUNTS PAID BY AD TO YOU UNDER THIS AGREEMENT FOR THE SERVICES GIVING RISE TO SUCH LIABILITY.

27. **Insurance.** You shall procure, as of the Effective Date and for a period of four (4) years after the Effective Date, insurance, in the amount, form and manner reasonable to (i) cover your obligations pursuant to this Agreement, and (ii) protect AD should you breach any obligation pursuant to this Agreement. AD shall be an addition insured on such insurance, and prior to the commencement of any Services, or upon request thereafter, you shall provide to AD proof of such insurance. This insurance coverage in no way limits your liability or obligations, pursuant to **Section 25**, or any other provision, of this Agreement.

28. **Miscellaneous.**

28.1 **Assignability/No Third Party Beneficiaries.** This Agreement is binding upon your successors, assigns, administrators, and other legal representatives, and will be for the benefit of AD, its successors, and its assigns. There are no third-party beneficiaries to this Agreement except as otherwise may be expressly stated in this Agreement. You shall not, in whole or in part, sell, assign, delegate, contract or subcontract any rights or obligations under this Agreement, by operation of law or otherwise (including by merger, consolidation, reorganization, reincorporation, sale of assets or stock or change of control), and any such attempted assignment, delegation or transfer shall be null and void unless expressly agreed to in a prior writing by AD in each instance.

Notwithstanding anything to the contrary herein, AD may assign this Agreement, and/or delegate, contract or subcontract its rights and obligations under this Agreement, in whole or in part.

28.2 **Injunctive Relief.** You acknowledge, understand and agree that a breach of this Agreement will cause irreparable injury to AD, and that an adequate or complete remedy at law may not be available to AD for such breach. Accordingly, in addition to any remedy or recovery at law, you agree that AD shall be entitled to enforcement of this Agreement, or any part thereof, by injunction, without necessity of posting a bond, and you hereby irrevocably waive any defense based on the adequacy of the remedy at law which might be asserted as a bar to said injunctive relief.

28.3 **Governing Law, Jurisdiction, Venue, NON-CONSOLIDATION.** The Agreement and performance under this Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to its choice of law principles. The Parties irrevocably and unconditionally consent to venue in the State of California and to the exclusive jurisdiction in any court of competent jurisdiction located in Los Angeles County, California, for any disputes arising under this Agreement or pursuant to the Services (collectively, "**Disputes**"), and the Parties expressly consent, and waive all objections to subject matter jurisdiction, personal jurisdiction and venue in such courts. The Parties further consent to jurisdiction of any court located within a district that encompasses assets of a Party against which a judgment has been rendered for enforcement of an award against the assets of such Party. YOU AGREE THAT ANY CLAIM YOU BRING AGAINST AD SHALL ONLY BE ON AN INDIVIDUAL BASIS AND NOT BE COMBINED WITH OR CONSOLIDATED WITH A CLAIM OF ANY OTHER PERSON OR ENTITY.

28.4 Continued Performance. Each Party shall continue performing its obligations under this Agreement while any Dispute is being resolved except to the extent the issue in dispute precludes performance (and the Parties hereby agree that disputes over Fees are not deemed an issue that precludes performance). The existence of a Dispute does not limit the Parties' right to terminate this Agreement as provided in **Section 21**.

28.5 **Further Assurances.** You shall, from time to time, and without charge to AD, take such additional actions and execute, deliver and file such additional instruments as may be reasonably required to give effect to the transactions contemplated by this Agreement.

28.6 **Non-Restrictive Relationship.** Nothing in this Agreement will be construed as preventing AD from independently developing or providing services which may be the same or similar to the Services.

28.7 **Other.** If any provision of this Agreement is deemed invalid, all other provisions shall remain in full force and effect, and such provision shall (a) be enforced to the maximum extent permissible so as to effect the intent of the Parties, and (b) shall be replaced by a valid and enforceable provision that has a similar effect. A failure or omission of either Party hereto to insist, in any instance, upon strict performance by the other Party of any term or provision of this Agreement, or to exercise any of its rights hereunder, shall not be deemed a modification of any term or provision hereof, or a waiver or relinquishment of the right to insist upon future performance or enforcement of any such term or provision by such Party, nor shall such failure or omission constitute a waiver of the right of such Party to insist upon the performance by the other Party of any term or provision or any other term or provision of this Agreement. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the Party against whom the same is sought to be enforced. The section headings contained in this Agreement are solely for the purpose of convenience and shall neither be deemed a part of this Agreement nor used in any interpretation hereof. Each Party acknowledges that it has been represented by, or has been given the opportunity to be represented by, counsel of its own choice in connection with this Agreement. Any ambiguities in this Agreement shall not be construed against the Party that drafted it, and no presumptions made or inferences shall be drawn because of the inclusion of a term not contained in a prior draft or the deletion of a term contained in a prior draft. As used in this Agreement, the word "including" is a term of enlargement meaning "including without limitation" and does not denote exclusivity, and the words "will," "shall," and "must" are deemed to be equivalent and denote a mandatory obligation or prohibition, as applicable. All definitions apply both to their singular and plural forms, as the context may require. No specific remedy under this Agreement shall limit a Party's right to exercise all other remedies available to such Party under this Agreement, and all such remedies shall be cumulative.

28.8 **Counterparts / Electronic Execution.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. Counterparts of this Agreement will each be deemed originals, whether executed or exchanged via mail, facsimile, electronically, or electronic process.

28.9 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof. This Agreement sets forth all of the covenants, promises, agreements, conditions and understandings between the Parties as to the subject matter herein, and there are no covenants, promises, agreements or conditions, either oral or written, between them other than herein set forth. . This Agreement may be amended only by AD after AD provides notice, which notice may be by AD posting a new version of this Agreement on the AD website. You should periodically check the AD website to see if this Agreement has changed. Your continued provision of Services after such amendment shall be deemed acceptance of such amendment.

Date of this version of this Agreement: February 15, 2024.